



## State of New Hampshire

### PUBLIC EMPLOYEE LABOR RELATIONS BOARD

AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES

Complainant

v.

FRANKLIN SCHOOL DISTRICT

Respondent

Case No. A-0467:1

Decision No. 84-18

#### APPEARANCES

##### Representing AFSCME

Edward Edwards

##### Representing Franklin School District

Harry Gale

##### Also in Attendance

Richard Bell

Roland Desrochers

Wilbur Roberge

Fokian Lafionatis

#### BACKGROUND

The American Federation of State, County and Municipal Employees, AFL-CIO Council 68, charges that the City of Franklin and the Franklin School District, Fokian Lafionatis, Superintendent of Schools, violated RSA 273-A 5 (g) in that they refused to give a hearing to a Mr. Richard Bell who was terminated from employment with the Franklin School District on June 14, 1982. AFSCME represents the maintenance and custodial employees of the Franklin School District through their Local #3153 and are currently operating under a collective bargaining agreement dated January 1, 1981, through December 31, 1983.

The City responds that its actions in dismissing Mr. Bell were proper that the union through its steward was advised of the termination and that the union looked into the matter and decided not to pursue a grievance beyond the informal state set forth in their mutual agreement and that, therefore, the School Board has not violated either the contract or RSA 273-A. The School Board further argues that were it to grant a hearing to Mr. Bell acting on his own and without the cooperation of the Local it would in fact be violating 273-A in that it would be undermining the recognition of the union as the exclusive representative of the custodial employees. A hearing was held at the PELRB office in Concord, N.H. on May 10, 1983.

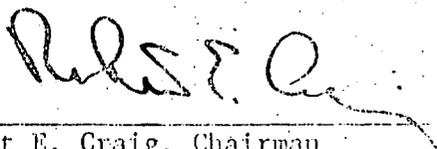
FINDINGS OF FACT AND RULINGS OF LAW

At hearing it was made clear that Mr. Bell wished to pursue the grievance on his dismissal but that the Local did not and that AFSCME Council #68 is now asking to intercede on behalf of Mr. Bell, after having consulted its own constitution and its international organization in Washington, D.C.

The issue at hand seems to be fairly clear and that is whether or not an individual member of the local union can pursue a matter covered under the contract individually without the agreement of the union local.

DECISION

It is the decision of this Board that in the current case the local union having originally declined to pursue the grievance was in fact exercising its rights as the exclusive representative of the members of the bargaining unit and that any difficulties that have arisen as a result of this particular action on the part of the Local with respect to its statewide council is an internal matter for the union to resolve. Insofar as Mr. Bell was represented initially he has been given his rights under the contract and under the law. This Board declines to interfere further in a case which apparently has arisen due to a conflict of policy between their local union and the state council. This Board cannot weaken the right of the local union to represent its membership exclusively in dealings with management. Pursuant to the above, the unfair labor practice charge is hereby dismissed, recognizing the rights of the union to represent their members exclusively in dealings with management.



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Robert E. Craig, Chairman

Signed this 17th day of February 1984.

By unanimous vote. Chairman Robert E. Craig presiding. Members Seymour Osman and Russell Hilliard present and voting. Also present, Evelyn C. LeBrun, Executive Director.